

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Vacate of public right-of-way of Duda Trail and a portion of an unnamed public right-of-way

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Cynthia Sweet

EXT: 7443

MOTION/RECOMMENDATION:

1. Adopt and authorize the Chairman to execute the Resolution to vacate and abandon those certain unnamed platted rights-of-way containing a combined area of 3.357 acres lying adjacent to and south of Lots 22 and 123; lying adjacent to and north of Lot 125; lying adjacent to and east of Lots 129 and 130; lying adjacent to and south of Lots 132 and 133; lying adjacent to and north of Lots 134 and 135; and lying adjacent to and west of Lots 135 and 136; all in the Plat of Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, Public Records of Seminole County, Florida; less that portion of the aforesaid unnamed rights-of-way lying west of the easterly right-of-way line of SR 426 (Aloma Avenue); further described as located on the east side of Aloma Avenue, approximately ¼ mile south of W. Mitchell Hammock Road, in Section 16, Township 21 S, Range 31 E; subject to the applicant voluntarily dedicating drainage and access easements over the existing ditches and the Lightwood-Knot Canal (A. Duda & Sons, Inc., applicant).

2. Deny the request to vacate and abandon those certain unnamed platted rights-of-way containing a combined area of 3.357 acres lying adjacent to and south of Lots 22 and 123; lying adjacent to and north of Lot 125; lying adjacent to and east of Lots 129 and 130; lying adjacent to and south of Lots 132 and 133; lying adjacent to and north of Lots 134 and 135; and lying adjacent to and west of Lots 135 and 136; all in the Plat of Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, Public Records of Seminole County, Florida; less that portion of the aforesaid unnamed rights-of-way lying west of the easterly right-of-way line of SR 426 (Aloma Avenue); further described as located on the east side of Aloma Avenue, approximately ¼ mile south of W. Mitchell Hammock Road, in Section 16, Township 21 S, Range 31 E (A. Duda & Sons, Inc., applicant).

3. Contine the public hearing until a time and date certain.

District 1 Bob Dallari

Cynthia Sweet

BACKGROUND:

The applicant, A. Duda and Sons, Inc., is requesting to vacate and abandon a portion of the unimproved public rights-of-ways known as Duda Trail and a 50 feet portion of the unnamed unimproved right of way, Plat of Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, Public Records of Seminole County, Florida; in Section 21, Township 21 S, Range 31 E. The site is located on the east side of Aloma Avenue, approximately ¼ mile south of W. Mitchell Hammock Road, within the city limits of Oviedo.

The rights-of-ways are still under the county's jurisdiction and are not maintained by the county

or the city or used for public access. The applicant has maintained the rights-of-ways for over 91 years since their existence and owns the parcels that are adjacent to the subject rights-of-ways. The rights-of-ways are not needed for any public access; however, they do appear to be used in part for drainage purposes for the adjacent ditches and canal. The applicant has voluntarily agreed to convey drainage and access easements over the northerly and southerly ditches, both running east and west, and the Lightwood-Knot Canal as it runs through the parent parcels. No parcels will be landlocked by vacating of the public rights-of-ways. The applicant has provided letters from the applicable utility companies stating "no objections".

Staff has no objections to the vacation and abandonment of the subject public rights-of-ways. This request complies with the requirements and under the authority for vacating a right-of-way of Sections 336.09 and 336.10, Florida Statutes.

STAFF RECOMMENDATION:

Staff recommends the Board adopt and authorize the Chairman to execute the Resolution to vacate and abandon those certain unnamed platted rights-of-way containing a combined area of 3.357 acres lying adjacent to and south of Lots 22 and 123; lying adjacent to and north of Lot 125; lying adjacent to and east of Lots 129 and 130; lying adjacent to and south of lots 132 and 133; lying adjacent to and north of Lots 134 and 135; and lying adjacent to and west of Lots 135 and 136; all in the Plat of Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, Public Records of Seminole County, Florida; less that portion of the aforesaid unnamed rights-of-way lying west of the easterly right-of-way line of SR 426 (Aloma Avenue); further described as located on the east side of Aloma Avenue, approximately ¼ mile south of W. Mitchell Hammock Road, in Section 16, Township 21 S, Range 31 E; subject to the applicant voluntarily dedicating drainage and access easements over the existing ditches and the Lightwood-Knot Canal. As requested by A. Duda & Sons, Inc., applicant

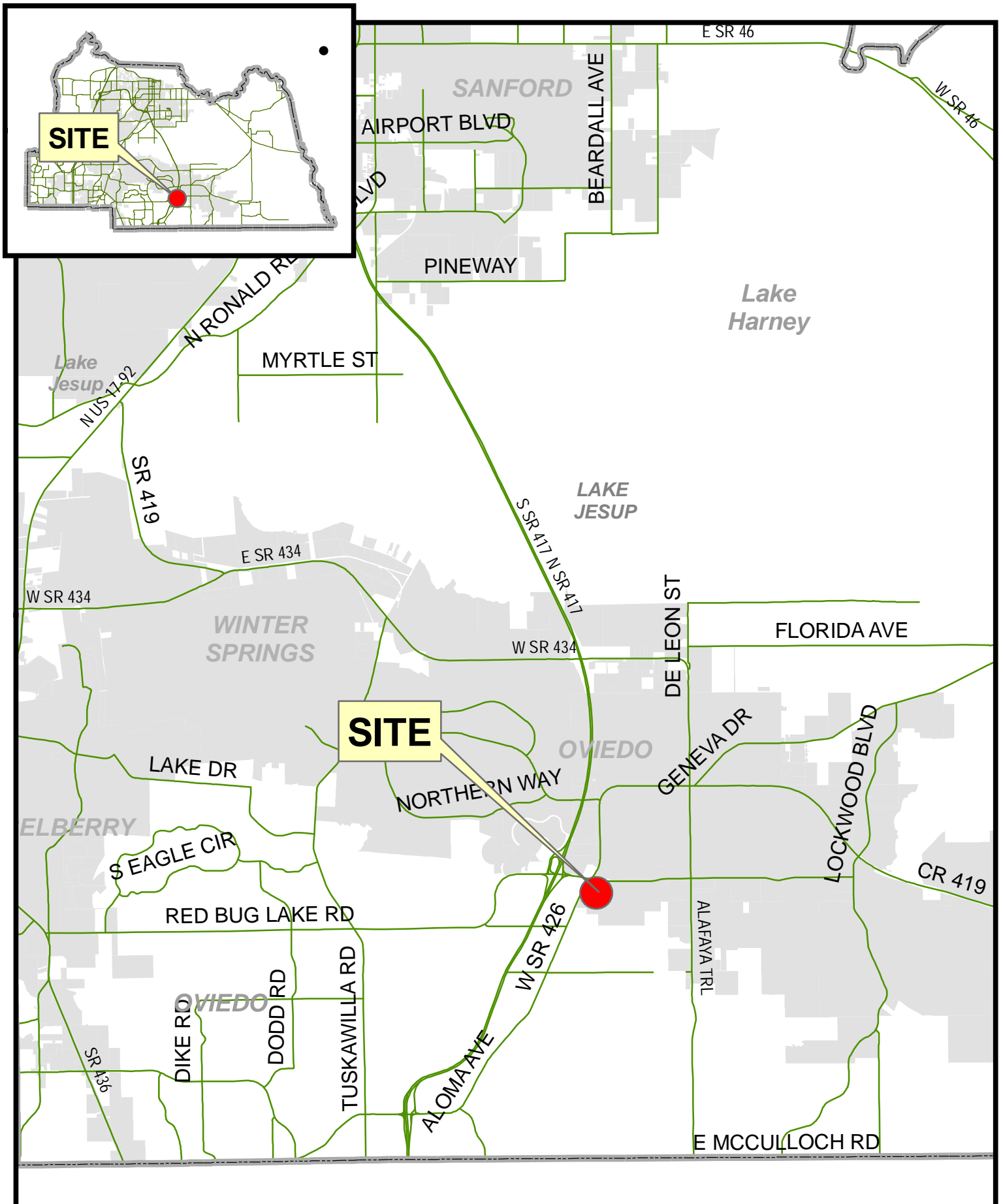
ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Location Map
4. Resolution
5. Sketch of Description
6. Drainage and Access Easement Agreements

Additionally Reviewed By:



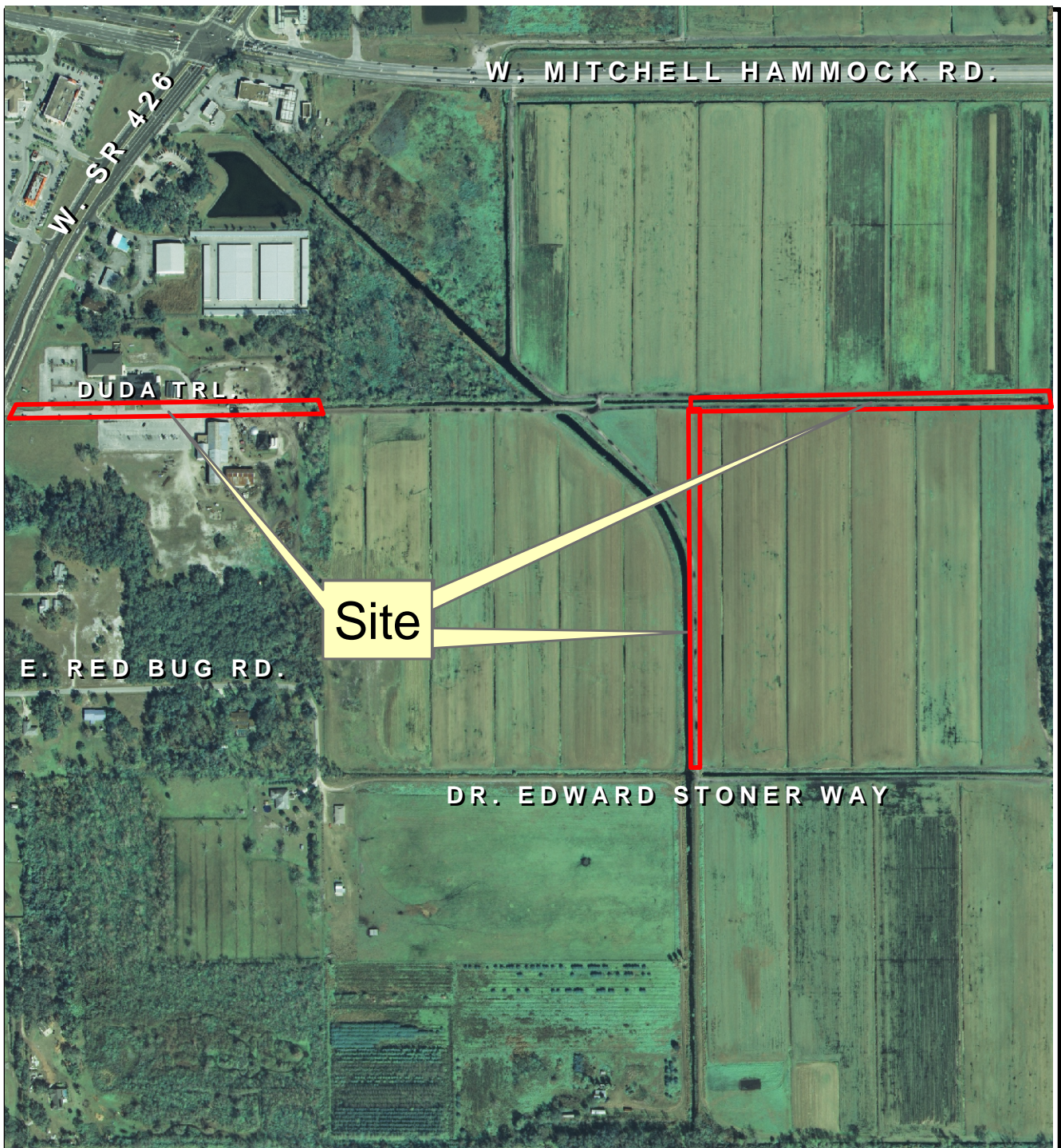
County Attorney Review (Kathleen Furey-Tran)





filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-0**sitemap.mxd ***/06

Duda Trail R.O.W. Vacate

EXHIBIT A

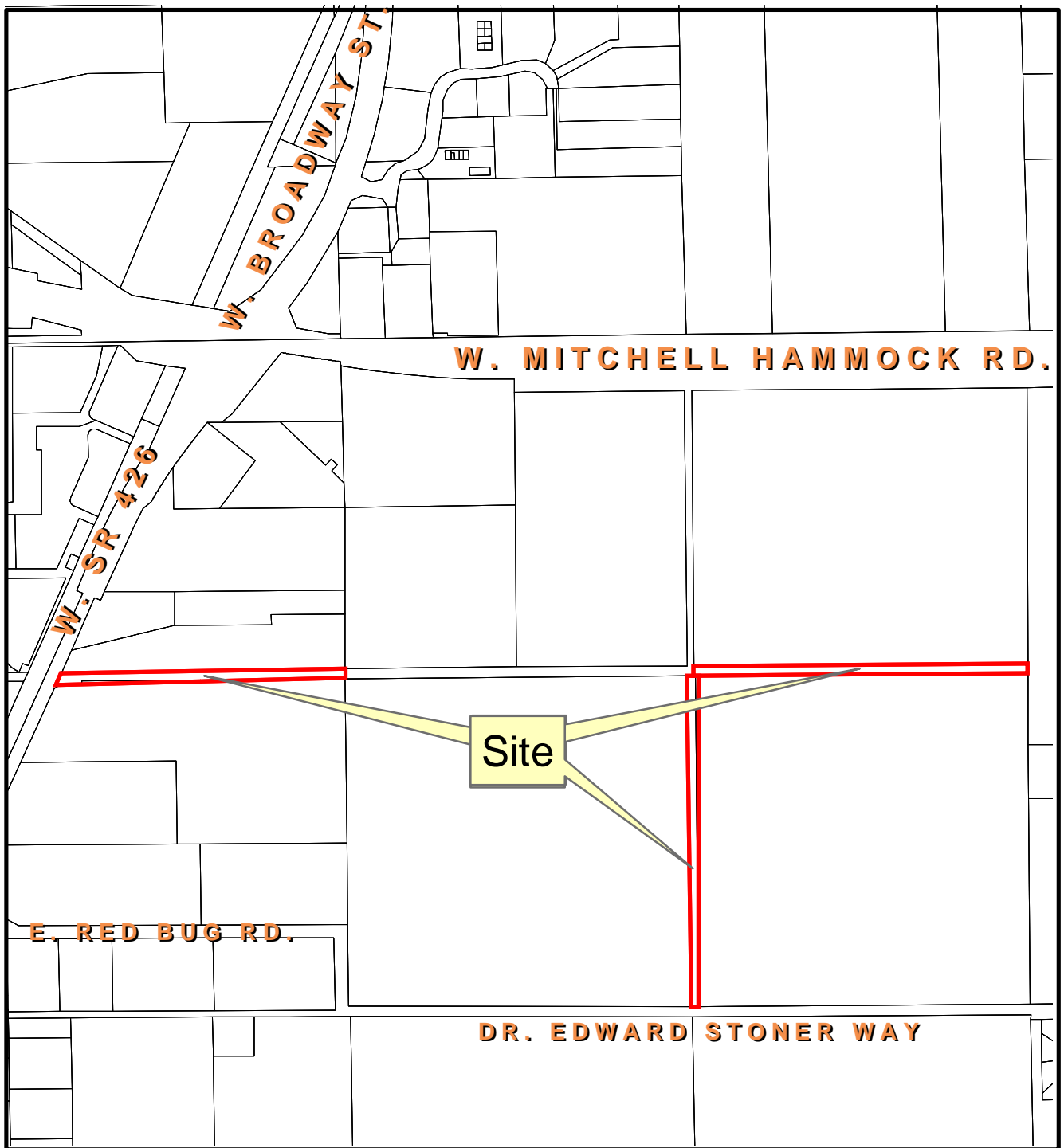


Duda Trail
R.O.W. Vacate

 Parcel
 Subject Property



January 2006 Color Aerials



Duda Trail
R.O.W. Vacate



THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 23rd DAY OF October A.D., 2007.

**RESOLUTION TO VACATE AND ABANDON A
RIGHT-OF-WAY**

.....

Whereas, a Petition was presented on behalf of

A. DUDA & SONS

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described right-of-way, to-wit:

As described on the Sketch of Description attached as Schedule 1

Subject to:

The applicant voluntarily dedicating drainage and access easements over the existing ditches and the Lightwood-Knot Canal

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described right-of-way is to the best interest of the county and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described Right-of-way be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 23rd day of October A.D., 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

BY:

**MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA**

**CARLTON D. HENLEY
CHAIRMAN**

LEGAL DESCRIPTION

SCHEDULE 1

LEGAL DESCRIPTION:

THOSE CERTAIN UN-NAMED PLATTED RIGHTS-OF-WAY LYING ADJACENT TO AND SOUTH OF LOTS 22 AND 123; LYING ADJACENT TO AND NORTH OF LOT 125; LYING ADJACENT TO AND EAST OF LOTS 129 AND 130; LYING ADJACENT TO AND SOUTH OF LOTS 132 AND 133; LYING ADJACENT TO AND NORTH OF LOTS 134 AND 135; AND LYING ADJACENT TO AND WEST OF LOTS 135 AND 136, ALL OF THE PLAT OF SLAVIA COLONY COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 71, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; LESS THAT PORTION OF THE AFORESAID UN-NAMED RIGHTS-OF-WAY LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 426 (ALOMA AVENUE); LYING EAST OF THE SOUTH 10.00 FEET OF SAID LOT 129; LYING WEST OF THE SOUTH 10.00 FEET OF SAID LOT 136; LYING EAST OF THE NORTH 10.00 FEET OF SAID LOT 130; AND LYING WEST OF THE NORTH 10.00 FEET OF SAID LOT 135.

TOGETHER WITH,

THE SOUTH 10.00 FEET OF LOTS 22, 123, 132 AND 133, AND THE NORTH 10.00 FEET OF LOTS 134 AND 135, ALL OF THE PLAT OF SLAVIA COLONY COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 71, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS LIE IN THE CITY OF OVIEDO, SEMINOLE COUNTY, FLORIDA AND CONTAIN A COMBINED AREA OF 3.357 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST. BEING NORTH 00°18'17" WEST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

REVISED LEGAL DESCRIPTION & SKETCH: 11-16-2006
REVISED LEGAL DESCRIPTION & SKETCH: 11-07-2006
(THIS IS NOT A SURVEY)

SHEET 1 OF 3

SEE SHEET 2 OF 3 FOR SKETCH OF LEGAL DESCRIPTION.

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 1044
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB-3556
DATE OF SIGNATURE: 11-16-2006

PEC | PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors

Suite 1560 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 25, 2006

PREP BY: P.S.

DRAWN BY: J.B.

706080

EXHIBIT C

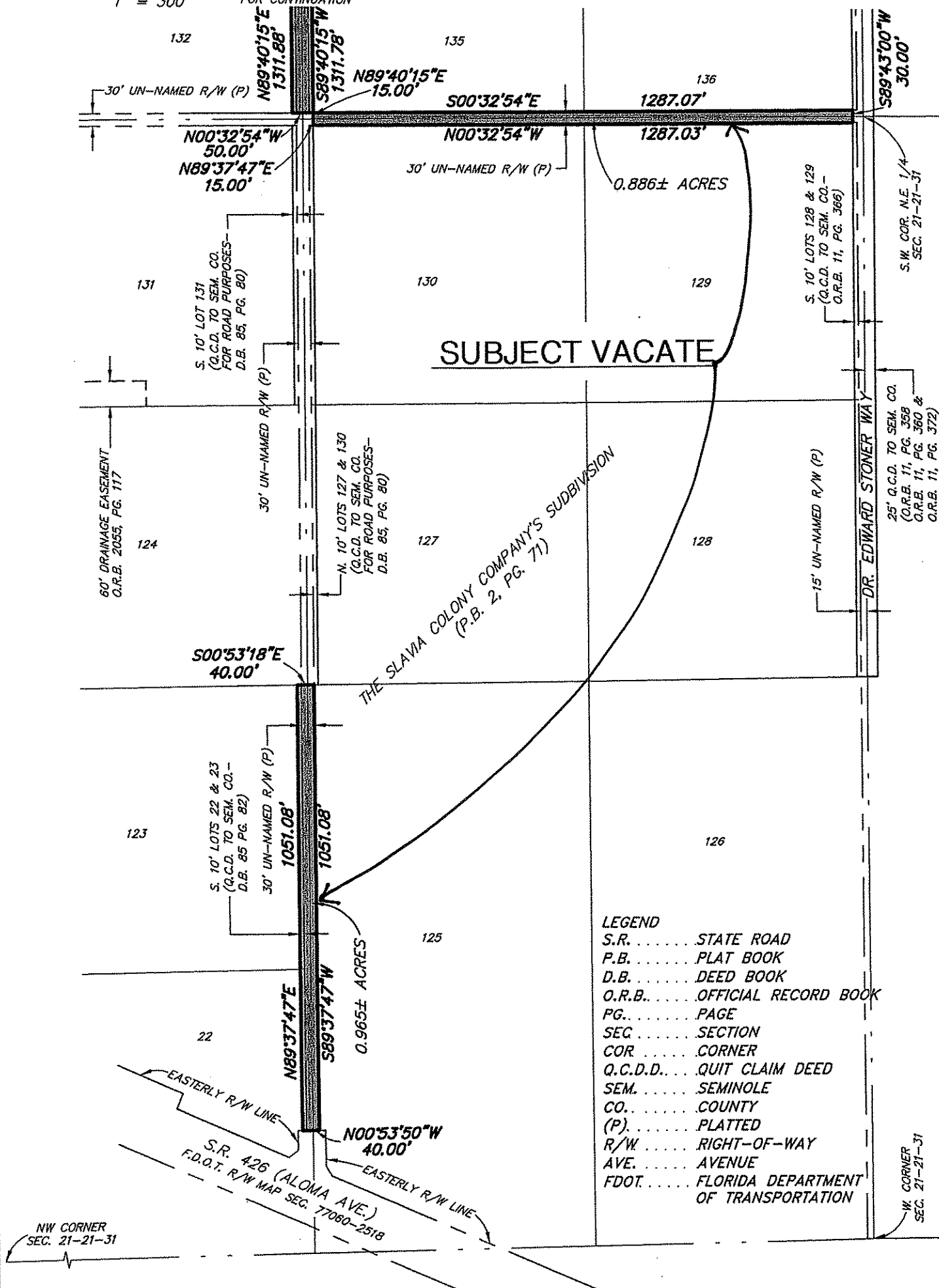
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SKETCH OF DESCRIPTION



SCALE
1" = 300'

SEE SHEET 3 OF 3
FOR CONTINUATION



LEGEND
 S.R. STATE ROAD
 P.B. PLAT BOOK
 D.B. DEED BOOK
 O.R.B. OFFICIAL RECORD BOOK
 PG. PAGE
 SEC. SECTION
 COR. CORNER
 Q.C.D. QUIT CLAIM DEED
 SEM. SEMINOLE
 CO. COUNTY
 (P) PLATTED
 R/W RIGHT-OF-WAY
 AVE. AVENUE
 FDOT. FLORIDA DEPARTMENT
 OF TRANSPORTATION

REVISED LEGAL DESCRIPTION & SKETCH: 11-16-2006
 REVISED LEGAL DESCRIPTION & SKETCH: 11-07-2006
 (THIS IS NOT A SURVEY)

SHEET 2 OF 3
 SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
 engineers planners surveyors

Suite 1560 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 25, 2006

PREP BY: P.S.

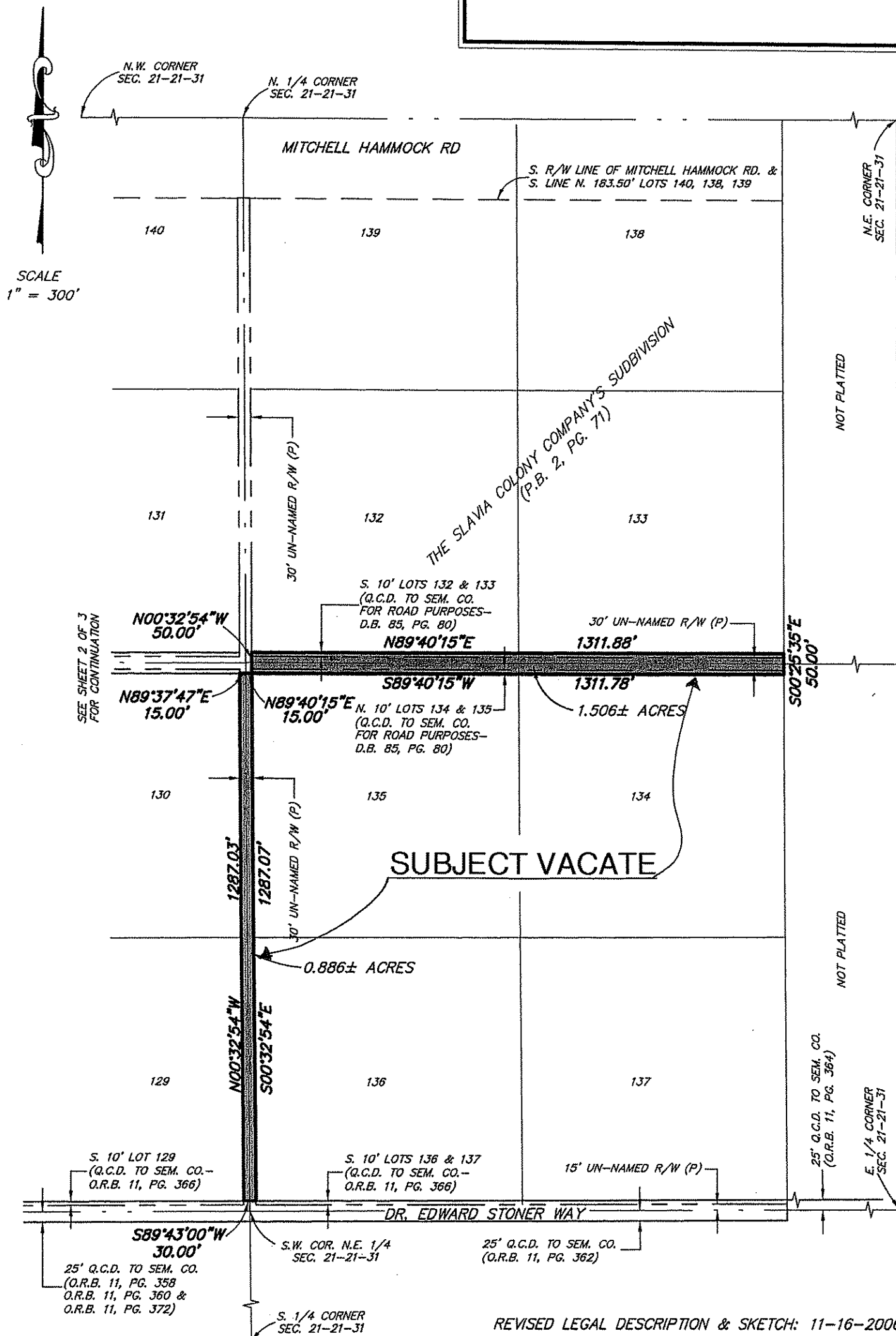
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EXHIBIT C

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SKETCH OF DESCRIPTION



SHEET 3 OF 3

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

REVISED LEGAL DESCRIPTION & SKETCH: 11-16-2006
 REVISED LEGAL DESCRIPTION & SKETCH: 11-07-2006
 (THIS IS NOT A SURVEY)

PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
 engineers planners surveyors

Suite 1560 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 25, 2006

PREP BY: P.S.

DRAWN BY: J.B.

706080

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This instrument prepared by:
Susan E. Dietrich
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 28th day of August, 2007, by and between A. DUDA & SONS, INC., a Florida for profit corporation, whose address is 1200 Duda Trail, Oviedo, Florida 32765, hereinafter referred to as the "GRANTOR," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR has granted and conveyed unto said GRANTEE and its successors and assigns, a non-exclusive easement and right-of-way for drainage purposes including the right to enter upon, excavate, construct, repair and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes and ditches, together with appurtenant drainage structures for the purpose of conveying storm water over, across, through and under land hereinafter described situate in the County of Seminole, State of Florida, to-wit:

See sketch and legal description, attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Easement Parcel").

The rights granted herein are subject to the requirement that GRANTEE shall be responsible for ensuring that any excavations or other work performed within said easement area shall be performed in such a manner as to protect persons and property from harm or damage, and that upon completion of any necessary work within such excavation, the area shall be refilled, covered and resodded at a level comparable to the condition before the excavation or other work was undertaken. The GRANTEE, as further consideration for this grant of easement, to the extent and within the limits specified by § 768.28, Florida Statutes, shall assume all public liability or other responsibility for the construction, maintenance and operation of said drainage system,

including appurtenant structures, at all times and the GRANTOR shall be held harmless therefrom.

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its successors and assigns forever; said easement being for the purpose of permitting drainage of land which adjoins the above described land.

GRANTEE herein and its successors and assigns shall have the right to clear, keep clear and remove from said Easement Parcel all trees, undergrowth, and other obstructions that may interfere with excavation, operation, maintenance, or repair of the drainage system or any structures installed thereon by the GRANTEE or its successors, and the GRANTOR or its successors, agree not to build, construct or create, or permit others to build, construct or create, any buildings or other structures on said Easement Parcel that may interfere with the excavation, operation, maintenance, or repair of the drainage structures installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR or its successors recognize and consent to the right of the GRANTEE to remove the fence or other structure from the Easement Parcel without compensation or reimbursement to the GRANTOR or its successors if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTOR does hereby covenant with said GRANTEE, that it is lawfully seized and possessed of the real estate above described; that it has a good and lawful right to convey the said easement and right-of-way and that the same is free from all encumbrances.

This easement is given subject to the express understanding that no part of the cost of construction, operation, maintenance, or repair of the ditch and drainage system shall be assessed against the lands of the GRANTOR, and in the event of any such assessment, the easement granted herein shall cease and terminate and GRANTOR may reenter upon said Easement Parcel free of such easement.

GRANTOR and GRANTEE recognize that in connection with development of the property owned by GRANTOR, a portion of which is included herein as the Easement Parcel, it may become desirable for GRANTOR to relocate the Easement Parcel. GRANTOR and GRANTEE shall coordinate to determine a mutually agreeable easement relocation site, which agreement shall not be unreasonably withheld, subject to the following:

(a) All costs and expenses associated with such relocation shall be borne by GRANTOR or other third party (other than GRANTEE) whom GRANTOR causes to bear such costs and expenses and GRANTEE shall incur no cost or expense therewith; and

(b) The Easement Parcel as so relocated shall continue to provide and accommodate all existing drainage conveyed over, across, through and under said Easement Parcel; and

(c) In the event GRANTOR decides to relocate the Easement Parcel as aforesaid, it shall prepare and furnish to GRANTEE the proposed instrument (the "Relocated Easement Parcel") to relocate the Easement Parcel, together with a surveyor's description and sketch locating, depicting and describing the Relocated Easement Parcel; and

(d) GRANTOR shall comply with applicable Federal, State and local governmental laws, codes, ordinances and permits with regard to said Relocated Easement Parcel prior to relocation of the Easement Parcel; and

(e) There shall be no matters of record affecting the Relocated Easement Parcel which impede or impair the practical utilization of the easement rights as to the Relocated Easement Parcel; and

(f) Any and all improvements in, on or about the Easement Parcel, shall be reconstructed or reinstalled in, on, or about the Relocated Easement Parcel by GRANTOR at its expense, including an appropriate drainage system consisting of pipes and ditches, together with appurtenant drainage structures; and

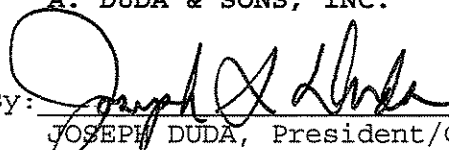
(g) GRANTOR shall cause the legal instrument evidencing the Relocated Easement Parcel to be recorded in the Public Records of Seminole County, Florida in a timely manner upon execution of said document by GRANTOR and GRANTEE.

GRANTOR and GRANTEE agree that the GRANTOR reserves unto itself and its assigns and successors in interest and/or title the non-exclusive right to use, pass and repass over and upon the Easement Parcel; to construct, reconstruct, install, maintain, repair and improve access, drainage, utilities and any other temporary or permanent improvements over, under, upon and/or across the Easement Parcel or any part thereof; and the right to otherwise utilize the Easement Parcel for any purpose which does not adversely affect the rights granted hereunder.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and first above written.

ATTEST:


_____, Secretary

A. DUDA & SONS, INC.
By: 

JOSEPH DUDA, President/CEO

[Corporate Seal]

Date: August 28, 2007

[Balance of this page intentionally blank; attestations continue on Page 4]

STATE OF FLORIDA]
COUNTY OF SEMINOLE]

The foregoing instrument was acknowledged before me this 28th day of August, 2007, by JOSEPH DUDA and TRACY DUDA CHAPMAN, as President/CEO and Secretary, respectively of A. Duda & Sons, Inc., who are personally known to me or who have produced _____ as identification and who did take an oath. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of A. Duda & Sons, Inc.

PATRICE A. BEPPLER
Notary Public, State of Florida
My Comm. Exp. March 25, 2011
Comm. No. DD 636973

Patrice A. Beppler
Print Name PATRICE A. BEPPLER
Notary Public in and for the County
and State Aforementioned

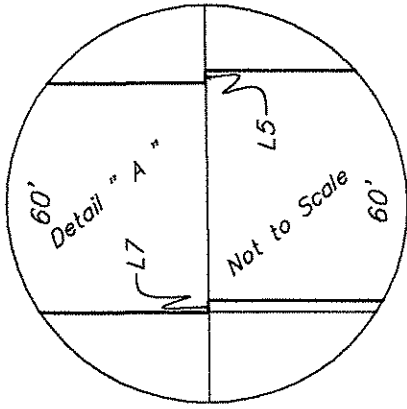
My commission expires: MARCH 25, 2011

Attachment:
Exhibit A - Sketch and Legal Description

SED/lpk
4/25/07 7/3/07
P:\Users\lkennedy\My Documents\Public Works\drainage easement-Duda.doc



SKETCH OF DESCRIPTION



South line of the N 1/2 of the
NE 1/4 of the NW 1/4

South line of the N 1/2 of the NW 1/4 of the NE 1/4

THE SLAVIA COLONY COMPANY'S SUBDIVISION
(P.B. 2, PG. 71)

East line of the West 1/2 of the
NW 1/4 of the NE 1/4

East line of the NW 1/4 of the NE 1/4

NOT PLATTED



LINE TABLE		
LINE	LENGTH	BEARING
L4	60.00	S00°42'04"E
L5	3.00	N00°31'53"W
L6	60.00	S00°24'34"E
L7	3.00	N00°31'53"W

Note: All Lot calculations are to the controlling
fractional lines due to pending right-of-way
vacates.

SHEET OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)323-2500 EXT.5647

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

BY:

Gary A. Leise

GARY A. LEISE P.L.S. FLA. CERT. # 4723

LEGEND

- | | |
|--------------------------------|----------------------------------|
| △ CENTRAL ANGLE (DELTA) | PB - PLAT BOOK |
| R - RADIUS | PG - PAGE (S) |
| CB - CHORD BEARING | ORB - OFFICIAL RECORDS BOOK |
| L - ARC LENGTH | SEC - SECTION - TOWNSHIP - RANGE |
| C - CHORD | PCL - PARCEL |
| ○ SET IRON PIN OR PIPE | PC - POINT OF CURVATURE |
| ● FOUND IRON PIN OR PIPE | PT - POINT OF TANGENCY |
| □ SET CONCRETE MONUMENT | PI - POINT OF INTERSECTION |
| ■ FOUND CONCRETE MONUMENT | PCC - POINT OF COMPOUND CURVE |
| P.O.B. - POINT OF BEGINNING | PRC - POINT OF REVERSE CURVE |
| P.O.C. - POINT OF COMMENCEMENT | M - MEASURED |
| P.O.T. - POINT OF TERMINATION | P - PLAT |
| R/W - RIGHT OF WAY | F - FIELD |
| D - DEED | C - CALCULATED |
| C/L - CENTERLINE | P/L - PROPERTY LINE |
| UTIL - UTILITY | ESMT - EASEMENT |

FIELD DATE: N/A

DATE: 03-08-07

JOB NAME: 707006A.dwg

SCALE: 1" = 300'

DRAWN BY: G.L.

CHECKED BY: K.B.

07-013

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lots 131, 132 and 133, The Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, of the Public Records, Seminole County, Florida, Lying In Section 21, Townhlp 21South, Range 31East

Being more particularly described as follows:

The South 60.00 feet of said Lot 131, when measured at right angles to the South line of the NE 1/4 of the NW 1/4 of said Section 21.

And

The North 60.00 feet of the South 63.00 feet of said Lots 132 and 133, when measured at right angles to the South line of the NW 1/4 of the NE 1/4 of said Section 21.

Containing an aggregate of 2.76 acres more or less.

SHEET 2 OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)323-2500 EXT. 5647

LEGEND

BEARINGS BASED ON : The East line of the NW 1/4, 21-21-31, as
N00°31'53"W

SURVEYOR'S NOTES

- 1. THIS IS NOT A SURVEY.
- 2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
- 3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

REVISIONS			
	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			

FIELD DATE: N/A
DATE: 03-08-07
JOB NAME: 707006A.dwg

SCALE: 1" = 300'
DRAWN BY: G.L.
CHECKED BY: K.B.

This instrument prepared by:
Susan E. Dietrich
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 28th day of August, 2007, by and between A. DUDA & SONS, INC., a Florida for profit corporation, whose address is 1200 Duda Trail, Oviedo, Florida 32765, hereinafter referred to as the "GRANTOR," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR has granted and conveyed unto said GRANTEE and its successors and assigns, a non-exclusive easement and right-of-way for drainage purposes including the right to enter upon, excavate, construct, repair and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes and ditches, together with appurtenant drainage structures for the purpose of conveying storm water over, across, through and under land hereinafter described situate in the County of Seminole, State of Florida, to-wit:

See sketch and legal description, attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Easement Parcel").

The rights granted herein are subject to the requirement that GRANTEE shall be responsible for ensuring that any excavations or other work performed within said easement area shall be performed in such a manner as to protect persons and property from harm or damage, and that upon completion of any necessary work within such excavation, the area shall be refilled, covered and resodded at a level comparable to the condition before the excavation or other work was undertaken. The GRANTEE, as further consideration for this grant of easement, to the extent and within the limits specified by § 768.28, Florida Statutes, shall assume all public liability or other responsibility for the construction, maintenance and operation of said drainage system,

including appurtenant structures, at all times and the GRANTOR shall be held harmless therefrom.

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its successors and assigns forever; said easement being for the purpose of permitting drainage of land which adjoins the above described land.

GRANTEE herein and its successors and assigns shall have the right to clear, keep clear and remove from said Easement Parcel all trees, undergrowth, and other obstructions that may interfere with excavation, operation, maintenance, or repair of the drainage system or any structures installed thereon by the GRANTEE or its successors, and the GRANTOR or its successors, agree not to build, construct or create, or permit others to build, construct or create, any buildings or other structures on said Easement Parcel that may interfere with the excavation, operation, maintenance, or repair of the drainage structures installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR or its successors recognize and consent to the right of the GRANTEE to remove the fence or other structure from the Easement Parcel without compensation or reimbursement to the GRANTOR or its successors if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTOR does hereby covenant with said GRANTEE, that it is lawfully seized and possessed of the real estate above described; that it has a good and lawful right to convey the said easement and right-of-way and that the same is free from all encumbrances.

This easement is given subject to the express understanding that no part of the cost of construction, operation, maintenance, or repair of the ditch and drainage system shall be assessed against the lands of the GRANTOR, and in the event of any such assessment, the easement granted herein shall cease and terminate and GRANTOR may reenter upon said Easement Parcel free of such easement.

GRANTOR and GRANTEE recognize that in connection with development of the property owned by GRANTOR, a portion of which is included herein as the Easement Parcel, it may become desirable for GRANTOR to relocate the Easement Parcel. GRANTOR and GRANTEE shall coordinate to determine a mutually agreeable easement relocation site, which agreement shall not be unreasonably withheld, subject to the following:

(a) All costs and expenses associated with such relocation shall be borne by GRANTOR or other third party (other than GRANTEE) whom GRANTOR causes to bear such costs and expenses and GRANTEE shall incur no cost or expense therewith; and

(b) The Easement Parcel as so relocated shall continue to provide and accommodate all existing drainage conveyed over, across, through and under said Easement Parcel; and

(c) In the event GRANTOR decides to relocate the Easement Parcel as aforesaid, it shall prepare and furnish to GRANTEE the proposed instrument (the "Relocated Easement Parcel") to relocate the Easement Parcel, together with a surveyor's description and sketch locating, depicting and describing the Relocated Easement Parcel; and

(d) GRANTOR shall comply with applicable Federal, State and local governmental laws, codes, ordinances and permits with regard to said Relocated Easement Parcel prior to relocation of the Easement Parcel; and

(e) There shall be no matters of record affecting the Relocated Easement Parcel which impede or impair the practical utilization of the easement rights as to the Relocated Easement Parcel; and

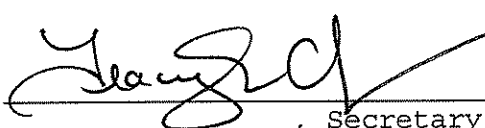
(f) Any and all improvements in, on or about the Easement Parcel, shall be reconstructed or reinstalled in, on, or about the Relocated Easement Parcel by GRANTOR at its expense, including an appropriate drainage system consisting of pipes and ditches, together with appurtenant drainage structures; and

(g) GRANTOR shall cause the legal instrument evidencing the Relocated Easement Parcel to be recorded in the Public Records of Seminole County, Florida in a timely manner upon execution of said document by GRANTOR and GRANTEE.

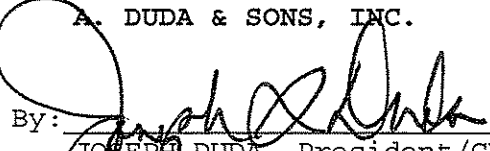
GRANTOR and GRANTEE agree that the GRANTOR reserves unto itself and its assigns and successors in interest and/or title the non-exclusive right to use, pass and repass over and upon the Easement Parcel; to construct, reconstruct, install, maintain, repair and improve access, drainage, utilities and any other temporary or permanent improvements over, under, upon and/or across the Easement Parcel or any part thereof; and the right to otherwise utilize the Easement Parcel for any purpose which does not adversely affect the rights granted hereunder.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and first above written.

ATTEST:


_____, Secretary

[Corporate Seal]

A. DUDA & SONS, INC.
By: 

JOSEPH DUDA, President/CEO

Date: August 28, 2007

[Balance of this page intentionally blank; attestations continue on Page 4]

STATE OF FLORIDA]
COUNTY OF SEMINOLE]

The foregoing instrument was acknowledged before me this 28th day of AUGUST, 2009, by JOSEPH DUDA and TRACY DUDA CHAPMAN, as President/CEO and Secretary, respectively of A. Duda & Sons, Inc., who are personally known to me or who have produced _____ as identification and who did take an oath. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of A. Duda & Sons, Inc.

PATRICE A. BEPLER
Notary Public, State of Florida
My Comm. Exp. March 25, 2011
Comm. No. DD 636973

Patrice A. Bepler

Print Name PATRICE A. BEPLER
Notary Public in and for the County
and State Aforementioned

My commission expires: MARCH 25, 2011

Attachment:

Exhibit A - Sketch and Legal Description

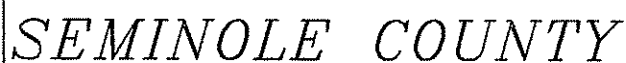
SED/lpk

4/25/07 7/3/07

P:\Users\lkennedy\My Documents\Public Works\drainage easement-Duda.doc



Assumed



NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

GARY A. LEISE P.L.S. FLA. CERT.# 4723

Δ CENTRAL ANGLE (DELTA)

R - RADIUS

CB ~ CHORD BEARING

L - ARC LENGTH

C - CHORD

O SET IRON PIN OR PIPE

● FOUND IRON PIN OR PIPE

☐ SET CONCRETE MONUMENT

■ FOUND CONCRETE MONUMENT

P.O.B. — POINT OF BEGINNING

P.O.C. - POINT OF COMMENCEMENT

P.O.T -- POINT OF TERMINATION

R/W → RIG
D → DEED

C/L - CENTERLINE

UTH - UTILITY

STRENGTH

FIELD DATE: N/A

DATE: 03-08-07

JOB NAME: 707006A.dwg

PB - PLAT BOOK

PG - PAGE (S)

ORB - OFFICIAL RECORDS BOOK

SEC - SECTION - TOWNSHIP - RANGE

PCL - PARCEL

PC - POINT OF CURVATURE

PT - POINT OF TANGENCY

PI — POINT OF INTERSECTION

PCC - POINT OF COMPOUND CURVE

PRC - POINT OF REVERSE CURVE

M - MEASURED

P - PLAT

F - FIELD

C - CALCULATED
B / I - PROPERTY

ESMT = EASEMENT

DATE		CASE/CLIENT	
1	11/11/11	11/11/11	11/11/11

SCALE: 1" = 200'

DRAWN BY: G.L.

CHECKED BY: K. B.

07-013

EXHIBIT A

LEGAL DESCRIPTION

Legal Description

That Portion of: Lots 129, 130, 131, 135, and 136, all of the Plat of Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, of the Public Records, Seminole County, Florida.

Being more particularly described as follows:

A strip of land 80.00 feet wide, lying 40.00 feet on each side of the following described centerline:

Commence at the Southwest corner of the Northeast 1/4 of Section 21, Township 21 South, Range 31 East; Thence run N00°31'53"W along the east line of the Northwest 1/4 of said Section 21, a distance of 25.00 feet to a point on the north right-of-way line of Dr. Edward Stoner Way; Thence run along said north right-of-way line S89°44'01"W a distance of 3.85 feet to the Point of Beginning of this strip description, the sidelines of said 80.00 foot strip to be lengthened or shortened to terminate on the north right-of-way line of said Dr. Edward Stoner Way; Thence run along said centerline of description N00°41'54"W a distance of 629.85 feet to a Point of Curvature, concave to the southwest, having a radius of 592.29 feet; Thence from a chord bearing of N24°09'09"W, continue Northwesterly along said centerline and the arc of said curve through a central angle of 46°54'30" a distance of 484.91 feet to a Point of Tangency; Thence continue along said centerline, N47°36'24"W a distance of 660.77 feet to the Point of Terminus on the west line of said Lot 131, the sidelines of said 80.00 foot strip to be lengthened or shortened to terminate on the west line of said Lot 131.

Containing 3.26 acres more or less.

SHEET 2 OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)323-2500 EXT. 5647

LEGEND

BEARINGS BASED ON : The East line of the Northwest 1/4, Section 21-21-31 as N00°31'53"W

SURVEYOR'S NOTES

- 1. THIS IS NOT A SURVEY.
- 2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
- 3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

REVISIONS			
	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			

FIELD DATE: N/A
DATE: 03-08-07
JOB NAME: 707006A.dwg

SCALE: 1" = 200'
DRAWN BY: G.L.
CHECKED BY: K. B.